

EPA United States Environmental Protection Agency Washington, DC 20460 Work Assignment		Work Assignment Number 4-65								
		<input type="checkbox"/> Other <input type="checkbox"/> Amendment Number:								
Contract Number EP-C-16-003	Contract Period 07/01/2016 To 06/30/2021 Base Option Period Number 4	Title of Work Assignment/SF Site Name Stormwater Financing								
Contractor EASTERN RESEARCH GROUP, INC.		Specify Section and paragraph of Contract SOW See PWS								
Purpose: <input checked="" type="checkbox"/> Work Assignment <input type="checkbox"/> Work Assignment Close-Out <input type="checkbox"/> Work Assignment Amendment <input type="checkbox"/> Incremental Funding <input type="checkbox"/> Work Plan Approval		Period of Performance From 07/01/2020 To 06/30/2021								
Comments: Work shall not start and cost cannot incur until July 1, 2020. On July 1, 2020, and in accordance with clause B.2 of the contract, immediate start is hereby approved for this work assignment. If the work plan is not approved within 30 calendar days after receipt of the work plan, the contractor shall stop work.										
<input type="checkbox"/> Superfund Accounting and Appropriations Data <input checked="" type="checkbox"/> Non-Superfund										
SFO <input type="checkbox"/> Note: To report additional accounting and appropriations date use EPA Form 1900-69A.										
Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code
1										
2										
3										
4										
5										
Authorized Work Assignment Ceiling										
Contract Period:		Cost/Fee:		LOE:						
07/01/2016 To 06/30/2021				0						
This Action:				1,160						
Total:				1,160						
Work Plan / Cost Estimate Approvals										
Contractor WP Dated:				Cost/Fee		LOE:				
Cumulative Approved:				Cost/Fee		LOE:				
Work Assignment Manager Name Tara Johnson						Branch/Mail Code:				
_____ (Signature) (Date)						Phone Number: 202-564-6186				
						FAX Number:				
Project Officer Name Tangela Cooper						Branch/Mail Code:				
_____ (Signature) (Date)						Phone Number: 202-566-0369				
						FAX Number:				
Other Agency Official Name						Branch/Mail Code:				
_____ (Signature) (Date)						Phone Number:				
						FAX Number:				
Contracting Official Name Camille W. Davis						Branch/Mail Code:				
_____ (Signature) (Date)						Phone Number: 513-487-2095				
						FAX Number: 513-487-2115				

PERFORMANCE WORK STATEMENT (PWS)

CONTRACT NO. EP-C-16-003

WA No. 4-65

Anticipated Level of Effort (LoE): 1,160

1. **TITLE:** Support for Stormwater Infrastructure Funding and Financing
2. **PERIOD OF PERFORMANCE:** July 1, 2020 – June 30, 2021
3. **EPA WORK ASSIGNMENT CONTRACTING OFFICER'S REPRESENTATIVE (WACOR):**

Tara M. Johnson Phone: 202-564-6186 Fax: 202-501-2346 johnson.tara@epa.gov	<u>USPS Mailing Address</u> 1200 Pennsylvania Ave NW (MC 4204M) Washington, DC 20460	<u>Courier Address</u> 1201 Constitution Ave NW Washington, DC 20004
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EPA ALTERNATE WORK ASSIGNMENT CONTRACTING OFFICER'S REPRESENTATIVE (ALTERNATE WACOR):

Britney Vazquez Phone: 202-564-4552 Fax: 202-501-2346 vazquez.britney@epa.gov	1200 Pennsylvania Ave NW (MC 4204M) Washington, DC 20460	1201 Constitution Ave NW Washington, DC 20004
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4. **BACKGROUND**

America's Water Infrastructure Act of 2018 (AWIA), Section 4101, passed October 28, 2018, highlighted the need for more information on stormwater funding mechanisms across the nation and their respective impact to long-term utility management and affordability. In response, the Stormwater Infrastructure Finance Workgroup was established under the Environmental Financial Advisory Board (EFAB) on March 21, 2019. The Stormwater Infrastructure Finance Workgroup provided recommendations to the EPA in the following areas: (1) Identify how funding for stormwater infrastructure from such sources has been made available, and utilized, in each state to address stormwater infrastructure needs; (2) Identify how the source of funding affects the affordability of the infrastructure, including consideration of the costs associated with financing the infrastructure; and (3) Evaluate whether such sources of funding are sufficient to support capital expenditures and long-term operation and maintenance costs. A final recommendation report from the workgroup was submitted to EPA on March 30, 2020. A copy of the report can be found at <https://www.epa.gov/waterfinancecenter/efab-report-evaluating-stormwater-infrastructure-funding-and-financing>.

5. PURPOSE AND OBJECTIVE

During the period of performance, the contractor will support the Water Infrastructure & Resiliency Finance Center (WIRFC) in addressing the workgroup recommendations. To accomplish this, the contractor will support a variety of efforts and materials to assist localities and water utilities in addressing their needs regarding stormwater infrastructure.

6. SCOPE OF WORK

TASK 1: HOLD KICK-OFF MEETING

Within 10 business days following task order issuance, the contractor shall meet or hold a conference call with the EPA WACOR to discuss the details and schedule of completion of tasks and their deliverables. At the meeting, the EPA WACOR will clarify all task details as well as the schedule of deliverables with the contractor. The contractor shall submit a schedule of tasks to be completed and submission of deliverables to the EPA WACOR for review and approval. This meeting is intended to ensure full understanding of the order and to ensure a full understanding of roles and expectations.

Deliverables: The contractor shall provide to the EPA WACOR a schedule of tasks to be completed within 10 business days of the kick-off meeting.

TASK 2: STORMWATER FINANCING WEBINARS

The contractor shall provide webinar support for up to four webinars on stormwater financing and responsive to the recommendations from the Stormwater Workgroup.

Subtask 2.1: Pre-webinar Support

The contractor shall provide pre-webinar support for up to four webinars, each 1-2 hours in length. This support will include identifying speakers, developing announcement flyers, managing registrations, developing a consistent presentation template, and participating in pre-webinar calls to ensure speakers are familiar with the webinar software and answer any logistics questions from the speakers. The contractor shall utilize webinar software with the capability to easily interact with participants and record the presentation.

Subtask 2.1 Deliverables:

- Assist in identifying up to four speakers per webinar.
- Develop a flyer announcing the webinar including topic, time, speakers, and registration information.
- Manage registration process through EPA's EventBrite service agreement, collecting contact information of registrants.

- Develop the initial PowerPoint template.
- Contact speakers and manage information requested from speakers such as collect bios, pictures, and presentations.
- Participate in two 1-hour conference calls with speakers to discuss pre-webinar support deliverables.

Subtask 2.2: Day-of-webinar Support

The contractor shall provide day-of-webinar support for up to four webinars, each 1-2 hours in length.

Subtask 2.2 Deliverables:

- Manage webinar platform during the webinar.
- Record the webinar.
- Moderate questions during the webinar.

Subtask 2.3: Post-webinar Support

The contractor shall provide post-webinar support for up to four webinars, each 1-2 hours in length.

Subtask 2.3 Deliverables:

- Prepare a 508-compliant webinar recording to post on EPA's YouTube page (including timecoded transcript as an SRT file, YouTube information file, and MP4 recording). EPA will post to EPA's YouTube page and website.
- Prepare the transcript in Microsoft Word and a 508-compliant PDF.
- Prepare a post webinar summary that includes polls and Q&As.
- Prepare a list of registrants and attendees including contact information.

TASK 3: STORMWATER FINANCING OUTREACH SUPPORT

The contractor shall support outreach tasks for stormwater financing in response to the Stormwater Workgroup recommendations. These tasks may include developing short documents (fact sheets/one-pagers), brief white papers (3-5 pages), case studies, guidances/best practices, and preparing Section 508 compliant documents on various stormwater financing topics. The contractor shall anticipate completing the following activities:

- Developing three one-page stormwater financing fact sheets on topics determined by EPA, including content based on direction from EPA, layout design based on examples of formats, colors, and fonts provided by EPA, one round of revisions for each fact sheet, and the final version of each fact sheet as a Section 508 compliant PDF;
- Preparing five brief white papers, each approximately 3-5 pages in length, on stormwater financing topics determined by EPA, including content based on direction from EPA, layout design based on examples of formats, colors, and fonts provided by EPA, two rounds of revisions for each white paper, and the final version of each white paper as a Section 508 compliant PDF;

- Developing one guidance/best practices document on stormwater financing determined by EPA, which would include content based on direction from EPA, a layout design based on examples of formats, colors, and fonts provided by EPA, one round of revisions, and the final version of the document as a Section 508 compliant PDF.

Deliverables: Three one-page fact sheets, finalized and compliant with Section 508. Five white papers finalized and compliant with Section 508. One guidance/best practices document, finalized and compliant with Section 508.

TASK 4: STORMWATER FINANCING CASE STUDIES

The contractor shall prepare a report with 8 community case studies on stormwater financing options that were used to address community specific objectives. This report will describe a variety of stormwater financing options and will contain write ups of community examples on with detailed information on the design and implementation of the financing approaches used. Other revenue generating approaches shall be included as appropriate. Every draft deliverable will be followed by EPA review and comments; the contractor will produce a final draft incorporating EPA's comments.

The contractor shall research and propose a list of 8 potential localities to use as case studies. Once EPA approves the selected localities, the contract shall draft a list of case studies with information on location, population served, any existing stormwater infrastructure, identified needs, financing options pursued and utilized for projects, and project completion. Each case study shall be 3-5 pages.

The contractor shall then use the finalized case studies to draft outline of report on a variety of stormwater financing options. Once approved by EPA, the contractor shall draft a report with introduction, description of stormwater financing approaches, and the 8 case studies. The draft report shall also include graphical representation of information. The contractor shall develop a 508 compliant visually attractive as determined by EPA final PDF document that will be posted on EPA's website. EPA will post the document to the website.

Deliverables: List of potential case studies. Draft list of case studies with information on location, population served, any existing stormwater infrastructure, identified needs, financing options pursued and utilized for projects, and project completion. Final draft list of case studies incorporating EPA's comments. Draft outline of report. Final draft of report outline incorporating EPA's comments. Draft report. Final report which is 508 compliant.

TASK 5: GENERAL PROGRAM SUPPORT

The contractor shall support quick turn-around tasks such as participating in conference calls, developing short outreach documents, hosting and recording webinars, preparing stakeholder engagement materials, and preparing Section 508 compliant documents on

various water infrastructure financing topics. The contractor shall anticipate completing the following activities:

- Participating in five conference calls (up to 1 hour each) with EPA Headquarters staff on various finance topics, providing summary notes and logistical planning support for these calls;
- Developing two one-page fact sheets on topics determined by EPA, including content based on direction from EPA, layout design based on examples of formats, colors, and fonts provided by EPA, one round of revisions for each fact sheet, and the final version of each fact sheet as a Section 508 compliant PDF; and,
- Hosting and recording four webinars (approximately 1 hour each) which may, upon direction from EPA, include the webinar recording package (an MP4 video/audio file, a timecoded transcript as an SRT file, and the required YouTube information file) following each webinar.

Deliverables: Logistical support and summary notes for five conference calls. Two one-page fact sheets finalized and compliant with Section 508. Four webinars, including timecoded transcript as a SRT file, YouTube information file, and MP4 recording.

7. DELIVERABLES REQUIRED AND SCHEDULE FOR COMPLETION OF TASKS

Task	Item Require	Due Date	Number of Copies and Format Requirements
0	Monthly progress report	Last weekday of each month	1 copy - Word Format or PDF
1	Schedule of tasks to be completed	Within 10 business days of the kick-off meeting	1 copy - Word Format or PDF
2	Identify webinar speakers	15 business days prior to webinar	1 copy for each webinar - Word Format
	Announcement flyer	10 business days prior to webinar	1 copy for each webinar – 508 compliant PDF
	Registration page	10 business days prior to webinar	1 EventBrite event page for each webinar
	PowerPoint template	Within 15 days of receiving technical direction	1 PowerPoint master template
	Speaker information and presentations	Within 3 business days prior to webinar	1 copy for each webinar - Word Format

	Pre-webinar calls	Within 3 business days prior to webinar	1 call for each webinar
	Webinars	September 2020, December 2020, March 2021, June 2021	4 webinars utilizing software with the capability to interact and record
	Webinar recordings	Within 2 weeks of webinar	508-compliant webinar recording for each webinar including timecoded transcript as an SRT file, YouTube information file, and MP4 recording
	Webinar transcripts	Within 2 weeks of webinar	1 508-compliant PDF for each webinar
	Webinar summaries	Within 2 weeks of webinar	1 508-compliant PDF for each webinar
	List of registrants and attendees	Within 2 weeks of webinar	1 copy for each webinar – Word Format
3	Stormwater Financing Fact Sheets	December 2020	3 fact sheets – 508-compliant PDFs
	White Papers	February 2021	5 white papers in both Word Format and 508-compliant PDF
	Guidance/Best Practices document	March 2021	1 document in both Word Format and 508-compliant PDF
4	List of potential case studies	August 2020	1 copy - Word Format
	Draft list of case studies with background information	September 2020	1 copy - Word Format
	Final draft of case studies	November 2020	1 copy - Word Format
	Draft report outline	December 2020	1 copy - Word Format
	Final report outline	December 2020	1 copy - Word Format
	Draft report	February 2021	1 copy - Word Format
	Final report	April 2021	1 508-compliant PDF
5	Logistical conference	Within 1 week of	5 conference calls

	call support	receiving written technical direction	
	Water Infrastructure Financing Fact sheets	Draft within 2 weeks of receiving written technical direction; final within 1 week of receiving EPA feedback on draft	2 fact sheets – 508-compliant PDFs
	Webinars	As identified in written technical direction	4 webinars utilizing software with the capability to interact and record
	Webinar recordings	Within 2 weeks of webinar	508-compliant webinar recording including timecoded transcript as an SRT file, YouTube information file, and MP4 recording

The Contractor shall notify the CO and EPA WACOR in writing when 75% of the authorized work assignment LOE/labor hours have been expended.

8. CONTRACT SOW REFERENCE

Task 3.7.2 (page 13 of 28) “The contractor shall develop program specific outreach materials to inform and educate the general public; State, local, and tribal officials; foreign governments, international organizations; and educational institutions. Such materials may include fact sheets, brochures, pamphlets, posters, calendars, course curriculums, case studies, presentations, speeches, journal articles, or similar communication materials.”

9. ANTICIPATED TRAVEL REQUIREMENTS

All travel shall be approved in advance by the Contract-Level Contracting Officer’s Representative (CL-COR) and shall be in accordance with the Contract. EPA anticipates 1 support staff to travel to five locations for onsite support at the public meetings described under Task 3.

10. ADDITIONAL REQUIREMENTS:

Office direct costs (ODCs) for copying, postage/courier, supplies, computer usage, and graphics are allowed. No other ODCs are allowable as a direct charge to this delivery order without the prior written approval of the Contracting Officer.

Upon issuance of written technical direction, the Contractor shall submit for inspection of all work in progress at any time under this work assignment. The Contractor shall develop and maintain files supporting each task.

The contractor shall contact the Contracting Officer (CO) and/or the CL-CCOR by telephone to discuss any problems that may adversely affect the work on this Work Assignment. Within five (5) calendar days the contractor shall follow the phone call with a brief written explanation of the problem, including any actions already taken, and/or recommended solutions to correct the problem. Written explanation shall be made available to the CO and the PO.

11. CONTRACTOR IDENTIFICATION

To avoid any perception that contractor personnel are EPA employees, the contractor shall assure that contractor personnel are clearly identified as independent contractors of EPA when attending meetings with outside parties or visiting field sites.

12. CONTROL REQUIREMENTS

1. Performance Requirements and Measurable Standards:

This WA will be evaluated in accordance with the Quality Assurance Surveillance Plan in the contract award document. EPA requires that activities involve the collection, generation, evaluation, analysis or use of environmental data must be supported by an approved Quality Assurance Project Plan (QAPP) in place prior to the commencement of the work. A QAPP is not required for this work assignment.

2A. Organizational Conflict of Interest:

The Contractor shall warrant that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the contractor has disclosed all such relevant information. See contract clause 1552.209-71 Organization of Conflict of Interest.

2B. Notification of Conflicts of Interest Regarding Personnel:

The Contractor shall immediately notify the CL-COR and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding the contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

See Section H.4, contract clause EPAAR 1552.209-73 Notification of Conflict of Interest.

3. Enforcement Sensitive Information:

The contractor recognizes that contractor employees in performing tasks specified by this WA may have access to data/information, either provided by the government or first generated during contract performance, of enforcement sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Enforcement sensitive refers to records or information compiled for law enforcement purposes (whether administrative, civil or criminal), the disclosure of which could reasonably be expected to interfere with the enforcement action. It is imperative that all contractor personnel, including but not limited to, subcontractor and consultant personnel assigned to work on this contract and/or WA, or with access to materials developed pursuant to such efforts, understand that this information is confidential and any disclosure or misuse of the information may result in prosecution to the fullest extent of the law. All contractor personnel are expected to exercise due diligence in safeguarding, handling or disposing of any such information.

5. Project Employee Confidentiality Agreement

The contractor agrees that the contractor employee will not disclose, either in whole or in part, to any entity external to the EPA, the Department of Justice, or the contractor, any information or data (as defined in FAR Section 27.401) provided by the government or first generated by the contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA CL-CPR. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the contractor must provide immediate advance notification to the EPA so that the EPA can take action to prevent such disclosure. Such agreements shall be effective for the life and for a period of five (5) years after completion of the contract.

6. Handling of Confidential Business Information (CBI)

Contractor's access to TSCA CBI must comply with the procedures set forth in the TSCA CBI Security Manual. Likewise, access to FIFRA CBI shall follow the security procedures set forth in the FIFRA Information Security Manual.

To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the contractor shall protect such data from unauthorized use and disclosure.

All files or other information identified as Confidential Business Information (CBI) shall be treated as confidential and kept in a secure area with access limited to only contractor personnel directly involved in the case or special project assignment. The contractor,

subcontractor, and consultant personnel are bound by the requirements and sanctions contained in their contracts with the EPA and in EPA's confidentiality regulations found at 40 CFR Part 2, Subpart B. The contractor subcontractors, and consultant must adhere to EPA-approved security plans which describes procedures to protect CBI, and are required to sign non-disclosure agreements before gaining access to CBI.

All official data, findings, and results of investigations and studies completed by the contractor shall be available for EPA and DOJ internal use only. The contractor shall not release any part of such data without the written direction of the WACOR.

7. Conference/Meeting Guidelines and Limitations

The contractor shall immediately alert the EPA WACOR to any anticipated event under the work assignment which may result in incurring an estimated \$25,000 or more cost, funded by EPA, specific to that event, meeting, training, etc. Those costs would include travel of both prime and consultant personnel, planning and facilitation costs, AV and rental of venue costs, etc. The EPA WACOR will then prepare approval internal paperwork for the event and will advise the contractor when appropriate signatures have been obtained. At that point, effort can proceed for the event. If the event is being sponsored by another EPA organization, the organization providing the planning is responsible for the approval.

PERFORMANCE SURVEILLANCE PLAN

Performance Requirement	Measurable Performance Standards	Surveillance Methods	Incentives/Disincentives
<p>Management and Communications:</p> <p>During the life of this work assignment, the Contractor shall notify EPA immediately of any issues that may impact the timeliness of deliverables of the problems associated with the development of deliverables.</p>	<p>The Contractor shall maintain contact with the EPA WACOR throughout the performance of the work assignment.</p> <p>The contractor shall identify to the WACOR any delays with regard to deliverables not less than one week prior to the deliverable date that has been established in the work assignment or technical direction document.</p> <p>The contractor shall identify to the WACOR any issues or concerns that have a direct impact on project schedules within three (3) days of occurrence.</p> <p>The contractor shall provide options for EPA's consideration on resolving or mitigating the impacts identified.</p>	<p>EPA WACOR and CL-COR (as necessary) will allocate the time needed to discuss and address all issues identified by the Contractor. The EPA WACOR and CL-COR will document and maintain a complete record of the issues, agreements and outcome. The EPA WACOR and CL-COR will review monthly progress reports for indicators of problems not previously mentioned. The EPA WACOR will also monitor the timely receipt of deliverables. For those that are late without prior notice, the EPA will formally document to the Contracting Officer the late delivery.</p>	<p>If the contractor fails to implement corrective actions after EPA identifies and provided written documentation of performance issues, EPA will rate this performance category "unsatisfactory."</p> <p>If three or more the active work assignments for the period are rated unsatisfactory, EPA will rate the Business Relations category as unsatisfactory in the CPARS Contract Performance System.</p>
<p>Cost Management and Control:</p> <p>The Contractor shall perform all work in an efficient and cost-effective manner, applying cost control measures where practical.</p>	<p>The Contractor shall monitor, track and accurately report level of effort, labor cost, other direct cost and fee expenditures to EPA through monthly progress reports and approved special reporting requirements.</p> <p>The Contractor shall assign</p>	<p>The EPA CL-COR will routinely meet with the Contractor's Project Manager to discuss the work progress and contract and individual work assignment level expenditures.</p> <p>The EPA CL-COR and EPA WACOR shall review the</p>	<p>EPA will thoroughly review work assignment funding ceiling overruns to determine the contractor's ability to control the situation. If EPA determines that the contractor failed to control cost, the contractor will be rated "unsatisfactory" in this category.</p> <p>Multiple incidents of work assignment</p>

	appropriately leveled and skilled personnel to all tasks. The contractor should not exceed established work assignment ceilings and, in general, should expend dollars and hours at similar ratios. If either the expenditure of hours or dollars deviates significantly, the contractor shall provide an explanation in its Monthly Progress Report.	Contractor's monthly progress reports and request the Work Assignment Contracting Officer's Representative to ensure that ceilings are not exceeded, that progress is being made, and that the contractor is effectively utilizing the LOE provided under the work assignment.	overrun that result in an overall cost overrun of greater than 4% of the approved total work assignment funding for the current contract period, will result in an unsatisfactory rating in the CPARS Contract Performance System.
Quality of Product/Services: The contractor shall ensure documents developed under this task order are quality products that are factual and based on sound science and engineering principles.	Products delivered under this work assignment must not contain any major factual errors. The analyses provided in each product shall be logical, consistent, and defensible.	The EPA WACOR will review all documents delivered under this work assignment for content accuracy.	If EPA determines that the contractor's analyses is factually inaccurate or if significant technical errors are found in any documents produced by the contractor, EPA may determine that the cost associated with redoing the work shall be borne by the contractor. Multiple incidents of this nature under the contract will result in an unsatisfactory rating for Quality and Manage Control being reported to the CPARS Contract Performance System.

EPA United States Environmental Protection Agency Washington, DC 20460 Work Assignment						Work Assignment Number 4-66				
						<input type="checkbox"/> Other <input type="checkbox"/> Amendment Number:				
Contract Number EP-C-16-003			Contract Period 07/01/2016 To 06/30/2021 Base Option Period Number 4			Title of Work Assignment/SF Site Name WEFTEC				
Contractor EASTERN RESEARCH GROUP, INC.					Specify Section and paragraph of Contract SOW See PWS					
Purpose: <input checked="" type="checkbox"/> Work Assignment <input type="checkbox"/> Work Assignment Close-Out <input type="checkbox"/> Work Assignment Amendment <input type="checkbox"/> Incremental Funding <input type="checkbox"/> Work Plan Approval						Period of Performance From 07/01/2020 To 06/30/2021				
Comments: Work shall not start and cost cannot incur until July 1, 2020. On July 1, 2020, and in accordance with clause B.2 of the contract, immediate start is hereby approved for this work assignment. If the work plan is not approved within 30 calendar days after receipt of the work plan, the contractor shall stop work.										
<input type="checkbox"/> Superfund						Accounting and Appropriations Data				<input checked="" type="checkbox"/> Non-Superfund
Note: To report additional accounting and appropriations data use EPA Form 1900-69A.										
SFO <input type="checkbox"/> (Max 2)										
Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code
1										
2										
3										
4										
5										
Authorized Work Assignment Ceiling										
Contract Period:		Cost/Fee:				LOE: 0				
07/01/2016 To 06/30/2021										
This Action:						160				
Total:						160				
Work Plan / Cost Estimate Approvals										
Contractor WP Dated:				Cost/Fee		LOE:				
Cumulative Approved:				Cost/Fee		LOE:				
Work Assignment Manager Name Tara Johnson <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>						Branch/Mail Code: Phone Number: 202-564-6186 FAX Number:				
Project Officer Name Tangela Cooper <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>						Branch/Mail Code: Phone Number: 202-566-0369 FAX Number:				
Other Agency Official Name <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>						Branch/Mail Code: Phone Number: FAX Number:				
Contracting Official Name Camille W. Davis <div style="display: flex; justify-content: space-between;"> <div>_____ (Signature)</div> <div>_____ (Date)</div> </div>						Branch/Mail Code: Phone Number: 513-487-2095 FAX Number: 513-487-2115				

PERFORMANCE WORK STATEMENT (PWS)

CONTRACT NO. EP-C-16-003

WA No. 4-66

Anticipated Level of Effort (LoE): 160 Hours

1. **TITLE:** Support for the EPA Exhibit at the Water Environment Federation's WEFTEC Conference & Exposition 2020
2. **PERIOD OF PERFORMANCE:** July 1, 2020 – June 30, 2021
3. **EPA WORK ASSIGNMENT CONTRACTING OFFICER'S REPRESENTATIVE (WACOR):**

Tara M. Johnson Phone: 202-564-6186 Fax: 202-501-2346 johnson.tara@epa.gov	<u>USPS Mailing Address</u> 1200 Pennsylvania Ave NW (MC 4204M) Washington, DC 20460	<u>Courier Address</u> 1201 Constitution Ave NW Washington, DC 20004
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EPA ALTERNATE WORK ASSIGNMENT CONTRACTING OFFICER'S REPRESENTATIVE (ALTERNATE WACOR):

Frank Sylvester Phone: 202-564- 1279 Fax: 202-501-2346 sylvester.francis@epa.gov	1200 Pennsylvania Ave NW (MC 4204M) Washington, DC 20460	1201 Constitution Ave NW Washington, DC 20004
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4. **BACKGROUND**

Water Environmental Federation Technical Exhibition Conference (WEFTEC), the Water Environment Federation's (WEF) annual conference, is the premier national conference for the water and wastewater industry. Last year, WEFTEC attracted 22,500 participants representing federal, state, local and private entities. WEFTEC is a venue for EPA to network and share information, including research findings, with the water industry. WEFTEC 2020 is currently scheduled to be held in New Orleans, Louisiana on October 3 – 7, 2020. WEF hosts WEFTEC which includes weekend workshops and events in addition to the conference and exhibition during the week. EPA is an attendee and has no input to the dates or location of WEFTEC.

EPA's Office of Wastewater Management (OWM), Office of Wetlands, Oceans, and Watersheds (OWOW), Office of Science and Technology (OST), Office of Research and Development (ORD), Office of Ground Water and Drinking Water (OGWDW), EPA Regions, and other offices participate in this conference. EPA's participation in this

national conference requires contractor assistance for pre-event, onsite, and post-event support.

5. PURPOSE AND OBJECTIVE

During the period of performance, the contractor shall support the various activities associated with exhibiting and participating in WEFTEC 2020 at Morial Convention Center in New Orleans, LA from October 3 – 7, 2020. The work performed under this work assignment is similar in nature and scope to the support provided work assignment under WAs 1-66, 2-66, and 3-66 for this contract.

At the time this PWS was prepared, WEF had indicated it still intended to hold WEFTEC 2020 as originally scheduled. In the event that changes, the WACOR shall notify the contractor immediately.

No work shall begin on this WA until an approved 5170 is in place. The WACOR shall update the contractor on the status of the required 5170 approval.

6. SCOPE OF WORK

TASK 1: HOLD KICK-OFF MEETING

Within 10 business days following work assignment period of performance start date, the contractor shall meet or hold a conference call with the EPA WACOR to discuss the details and schedule of completion of tasks and their deliverables. At the meeting, the EPA WACOR will clarify all task details as well as the schedule of deliverables with the contractor. The contractor shall submit a schedule of tasks to be completed and submission of deliverables to the EPA WACOR for review and approval. This meeting is intended to ensure full understanding of the order and to ensure a full understanding of roles and expectations.

Deliverables: The contractor shall provide to the EPA WACOR a schedule of tasks to be completed within 10 business days of the kick-off meeting.

TASK 2: ARRANGEMENTS FOR GOODS AND SERVICES TO SUPPORT EPA EXHIBIT

The contractor shall provide all onsite rentals before “order discount deadline” expiration as identified in the WEFTEC 2020 Exhibitor Service Manual (<https://weftec.org/exhibit/exhibitor-service-manual/>). These rental items are specified in the below list and include furniture (e.g. tables and chairs), electrical service, audio/visual equipment, computers and monitors, and phone and data transmission lines. The contractor shall also provide labor to set up and dismantle the booth.

Quantity Items required:

- Seven (7) internet connections
- One (1) Hub rental for computer lines
- Five (5) Desktop Computers – 1 for each kiosk
- Twelve (12) Stools
- Ten (10) Chairs
- One (1) 6 ft. x 30 in. draped blue tables and draped fourth side
- Three (3) Lead Retrieval Devices
- One (1) wireless microphone with speakers (small audio package)
- Seven (7) Electrical Connections (15amp, 110/120-volt, 2000 watt)
- Two (2) 25-foot extension cords
- Five (5) 50-foot extension cords
- One (1) 6/5 Flat 15-foot cable
- Shipping materials to protect carpet for post-show shipment
- Drayage for approximately 6,000 lbs of freight
- Two (2) Days of installation labor for all services listed above based on previous experience (not weekend work)
- One and one-half (1.5) Days of dismantle labor for all services listed above (not weekend work)
- Supervision of Booth installation and dismantling from a company familiar with the booth
- One (1) pop-up poster to display schedule for Speaker Series at booth
- Liability insurance as required by the convention center

Deliverables: The contractor shall provide copies of the order sheets by September 18, 2020 for the items listed above to confirm necessary items have been ordered and should be available onsite.

TASK 3: DELIVERY OF EPA EXHIBIT

The contractor shall ship approximately 6,000 lbs of exhibit crates and handout materials (skid mounted), from the EPA's Blue Ash, Ohio warehouse to Morial Convention Center in New Orleans, LA and at the end of the show shipping ship back to EPA's Blue Ash, Ohio warehouse.

These items all reside in or will be shipped from EPA's Blue Ash, Ohio warehouse in advance of the shipment date. The contractor shall provide EPA's warehouse with proper shipping labels and a bill of lading for the release of the crates and document skids.

Deliverables: The contractor shall provide shipping labels and bill of lading by October 23, 2020.

Task 4: ONSITE SUPPORT

The contractor shall provide one employee to provide onsite support to the EPA exhibit; supervise assembly and disassembly of the exhibit; maintain documentation; troubleshoot; and interact with EPA coordinators. To best serve the public who visit the EPA booth onsite, the contractor employee shall not represent themselves as an EPA employee and shall clearly identify themselves as a government contractor.

Deliverables: The contractor shall supervise assembly of display units and maintain their operation for the entire length of the WEFTEC conference and supervise disassembly of units post-show.

7. DELIVERABLES REQUIRED AND SCHEDULE FOR COMPLETION OF TASKS

No work on this work assignment shall begin until the contractor receives notification of EPA Form 5170 approval for WEFTEC 2020.

Task	Item Require	Due Date	Number of Copies and Format Requirements
0	Schedule of tasks to be completed	Within 10 business days of the kick-off meeting	1 copy - Word Format or PDF
1	Copies of the order sheets	No later than September 18, 2020	1 copy of each - PDF
2	Shipping labels and bill of lading	No later than October 23, 2020	1 copy of each - PDF

The Contractor shall notify the CO and EPA WACOR in writing when 75% of the authorized work assignment LOE/labor hours and cost have been expended.

8. CONTRACT PWS REFERENCE

Task 3.7 “Information Management”, Page 14 of 28, Task 3.7.9: The contractor shall provide outreach support in coordinating logistics, site selection, and site reservation for EPA sponsored award programs, public hearings, workshops, conferences, and meetings related to regulatory and program development.

9. ANTICIPATED TRAVEL REQUIREMENTS

All non-local travel shall be approved in advance by the Contract-Level Contracting Officer’s Representative (CL-COR) and shall be in accordance with the Contract. EPA anticipates 1 onsite support staff to travel to and from New Orleans, LA for pre-show assembly, support during the show, and post-show breakdown.

10. ADDITIONAL REQUIREMENTS:

Office direct costs (ODCs) for copying, postage/courier, supplies, and computer usage are allowed.

Upon issuance of written technical direction, the Contractor shall submit for inspection of all work in progress at any time under this work assignment. The Contractor shall develop and maintain files supporting each task.

The contractor shall contact the WACOR and/or the CL-COR by telephone to discuss any problems that may adversely affect the work on this Work Assignment. Within five (5) calendar days the contractor shall follow the phone call with a brief written explanation of the problem, including any actions already taken, and/or recommended solutions to correct the problem. Written explanation shall be made available to the WACOR and CL-COR.

11. CONTRACTOR IDENTIFICATION

To avoid any perception that contractor personnel are EPA employees, the contractor shall assure that contractor personnel are clearly identified as independent contractors of EPA when attending meetings with outside parties or visiting field sites.

12. CONTROL REQUIREMENTS

1. Performance Requirements and Measurable Standards:

This WA will be evaluated in accordance with the Quality Assurance Surveillance Plan in the contract award document. EPA requires that activities involve the collection, generation, evaluation, analysis or use of environmental data must be supported by an approved Quality Assurance Project Plan (QAPP) in place prior to the commencement of the work. A QAPP is not required for this work assignment.

2. Enforcement Sensitive Information:

The contractor recognizes that contractor employees in performing tasks specified by this WA may have access to data/information, either provided by the government or first generated during contract performance, of enforcement sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Enforcement sensitive refers to records or information compiled for law enforcement purposes (whether administrative, civil or criminal), the disclosure of which could reasonably be expected to interfere with the enforcement action. It is imperative that all contractor personnel, including but not limited to, subcontractor and consultant personnel assigned to work on this contract and/or WA, or with access to materials developed pursuant to such efforts, understand that this information is confidential and

any disclosure or misuse of the information may result in prosecution to the fullest extent of the law. All contractor personnel are expected to exercise due diligence in safeguarding, handling or disposing of any such information.

3. Project Employee Confidentiality Agreement

The contractor agrees that the contractor employee shall not disclose, either in whole or in part, to any entity external to the EPA, the Department of Justice, or the contractor, any information or data (as defined in FAR Section 27.401) provided by the government or first generated by the contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA WACOR. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the contractor must provide immediate advance notification to the EPA so that the EPA can take action to prevent such disclosure. Such agreements shall be effective for the life and for a period of five (5) years after completion of the contract.

4. Conference/Meeting Guidelines and Limitations

The contractor shall immediately alert the EPA WACOR to any anticipated event under the work assignment which may result in incurring an estimated \$20,000 or more cost, funded by EPA, specific to that event, meeting, training, etc. Those costs would include travel of both prime and consultant personnel, planning and facilitation costs, AV and rental of venue costs, etc. The EPA WACOR will then prepare approval internal paperwork for the event and will advise the contractor when appropriate signatures have been obtained. At that point, effort can proceed for the event. If the event is being sponsored by another EPA organization, the organization providing the planning is responsible for the approval.

EPA United States Environmental Protection Agency Washington, DC 20460 Work Assignment						Work Assignment Number 4-66				
						<input type="checkbox"/> Other <input checked="" type="checkbox"/> Amendment Number: 000001				
Contract Number EP-C-16-003			Contract Period 07/01/2016 To 06/30/2021 Base Option Period Number 4			Title of Work Assignment/SF Site Name WEFTEC				
Contractor EASTERN RESEARCH GROUP, INC.					Specify Section and paragraph of Contract SOW See PWS					
Purpose: <input type="checkbox"/> Work Assignment <input type="checkbox"/> Work Assignment Close-Out <input checked="" type="checkbox"/> Work Assignment Amendment <input type="checkbox"/> Incremental Funding <input type="checkbox"/> Work Plan Approval					Period of Performance From 07/01/2020 To 06/30/2021					
Comments:										
<input type="checkbox"/> Superfund Accounting and Appropriations Data <input checked="" type="checkbox"/> Non-Superfund										
SFO <input type="checkbox"/> Note: To report additional accounting and appropriations date use EPA Form 1900-69A. (Max 2)										
Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code
1										
2										
3										
4										
5										
Authorized Work Assignment Ceiling										
Contract Period: Cost/Fee: LOE: 07/01/2016 To 06/30/2021										
This Action:										
Total:										
Work Plan / Cost Estimate Approvals										
Contractor WP Dated: Cost/Fee LOE:										
Cumulative Approved: Cost/Fee LOE:										
Work Assignment Manager Name Tara Johnson <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>(Signature)</div> <div>(Date)</div> </div>							Branch/Mail Code: Phone Number: 202-564-6186 FAX Number:			
Project Officer Name Tangela Cooper <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>(Signature)</div> <div>(Date)</div> </div>							Branch/Mail Code: Phone Number: 202-566-0369 FAX Number:			
Other Agency Official Name <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>(Signature)</div> <div>(Date)</div> </div>							Branch/Mail Code: Phone Number: FAX Number:			
Contracting Official Name Camille W. Davis <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>(Signature)</div> <div>(Date)</div> </div>							Branch/Mail Code: Phone Number: 513-487-2095 FAX Number: 513-487-2115			

PERFORMANCE WORK STATEMENT (PWS)
CONTRACT NO. EP-C-16-003
WA No. 4-66
Amendment 1
Anticipated Level of Effort (LOE): 230 hours

1. **TITLE:** Support for the EPA Exhibit at the Water Environment Federation's WEFTEC Conference & Exposition 2020
2. **PERIOD OF PERFORMANCE:** July 1, 2020 – June 30, 2021
3. **EPA WORK ASSIGNMENT CONTRACTING OFFICER'S REPRESENTATIVE (WACOR):**

Tara M. Johnson Phone: 202-564-6186 Fax: 202-501-2346 johnson.tara@epa.gov	<u>USPS Mailing Address</u> 1200 Pennsylvania Ave NW (MC 4204M) Washington, DC 20460	<u>Courier Address</u> 1201 Constitution Ave NW Washington, DC 20004
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EPA ALTERNATE WORK ASSIGNMENT CONTRACTING OFFICER'S REPRESENTATIVE (ALTERNATE WACOR):

Frank Sylvester Phone: 202-564- 1279 Fax: 202-501-2346 sylvester.francis@epa.gov	1200 Pennsylvania Ave NW (MC 4204M) Washington, DC 20460	1201 Constitution Ave NW Washington, DC 20004
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The Work Assignment is amended as follows:

4. **BACKGROUND**

Water Environmental Federation Technical Exhibition Conference (WEFTEC), the Water Environment Federation's (WEF) annual conference, is the premier national conference for the water and wastewater industry. Last year, WEFTEC attracted 22,500 participants representing federal, state, local and private entities. WEFTEC is a venue for EPA to network and share information, including research findings, with the water industry. WEFTEC 2020 will be held fully virtual from October 5-9, 2020. WEF hosts WEFTEC which includes weekend workshops and events in addition to the conference and exhibition during the week. EPA is an attendee and has no input to the dates or location of WEFTEC.

EPA's Office of Wastewater Management (OWM), Office of Wetlands, Oceans, and Watersheds (OWOW), Office of Science and Technology (OST), Office of Research and Development (ORD), Office of Ground Water and Drinking Water (OGWDW), EPA Regions, and other offices participate in this conference. EPA's participation in this national conference requires contractor assistance for pre-event, event, and post-event support.

5. PURPOSE AND OBJECTIVE

During the period of performance, the contractor shall support the various activities associated with exhibiting virtually and participating in WEFTEC 2020 from October 5 – 9, 2020. The work performed under this work assignment is similar in nature and scope to the support provided work assignment under WAs 1-66, 2-66, and 3-66 for this contract.

No work shall begin on this WA until an approved 5170 is in place. The WACOR shall update the contractor on the status of the required 5170 approval.

6. SCOPE OF WORK

TASK 0: WORK ASSIGNMENT MANAGEMENT

No changes from original WA.

TASK 1: HOLD KICK-OFF MEETING

No changes from original WA.

TASK 2: ARRANGEMENTS FOR GOODS AND SERVICES TO SUPPORT EPA EXHIBIT

Task 2 is removed as there is no physical component to WEFTEC for 2020.

TASK 3: DELIVERY OF EPA EXHIBIT

Task 3 is removed as there is no physical component to WEFTEC for 2020.

TASK 4: ONSITE SUPPORT

Task 4 is removed as there is no physical component to WEFTEC for 2020.

TASK 5: SUPPORT FOR EPA'S VIRTUAL EXHIBITION

The contractor shall support EPA's virtual exhibition through graphic design for the virtual display, a virtual background for speakers to use for pre-recorded and live presentations, coordination of speakers for five 30-minute recorded presentations for the virtual exhibition, recording and closed captioning of these five recorded presentations, uploading the presentations and graphics to the virtual exhibition, run of show virtual support, and post-show support, such as collecting and following up on outstanding inquiries.

For planning purposes, EPA anticipates:

- One header image for the virtual booth similar to graphics created in 2019 for the EPA Speaker Series
- One virtual background for presenters to use indicating they represent EPA at WEFTEC
- Five (5) pre-recorded presentations 30-minutes each in length
- Coordination of speakers and recording for these five presentations
- Recording and post-recording closed captioning of these five presentations (closed captioning will not be needed for live recording)
- Support to upload recorded presentations and graphics to EPA virtual exhibition
- Run of show virtual support for core exhibition hours (12:30pm – 2:30pm Eastern October 5 through 9, 2020; travel will not be needed)
- Post-show support for any outstanding inquiries (EPA will respond)

Deliverables: One header image. One virtual background. Five 30-minute pre-recorded presentations with closed captioning. Support to upload presentations and graphics. Run of show support. Post-show inquiry support.

7. DELIVERABLES REQUIRED AND SCHEDULE FOR COMPLETION OF TASKS

No work on this work assignment shall begin until the contractor receives notification of EPA Form 5170 approval for WEFTEC 2020.

Task	Item Require	Due Date	Number of Copies and Format Requirements
0	Monthly progress report	Last weekday of each month	1 copy - Word Format or PDF
1	Schedule of tasks to be completed	Within 10 business days of the kick-off meeting	1 copy - Word Format or PDF
5	One header image	No later than September 15	1 copy – image file
	One virtual background	No later than September 15	1 copy – image file
	Five 30-minute pre-recorded presentations with closed captioning	No later than October 1	508-compliant recording for each presentation including timecoded transcript as an SRT file, YouTube information file, and MP4 recording
	Support to upload presentations and graphics	No later than October 1	N/A
	Run of show support	October 5-9	N/A
	Post-show inquiry support	October 12-15	N/A

The Contractor shall notify the CO and EPA WACOR in writing when 75% of the authorized work assignment LOE/labor hours and cost have been expended.

8. CONTRACT PWS REFERENCE

Task 3.7 “Information Management”, Page 14 of 28, Task 3.7.9: The contractor shall provide outreach support in coordinating logistics, site selection, and site reservation for EPA sponsored award programs, public hearings, workshops, conferences, and meetings related to regulatory and program development.

9. ANTICIPATED TRAVEL REQUIREMENTS

All non-local travel shall be approved in advance by the Contract-Level Contracting Officer’s Representative (CL-COR) and shall be in accordance with the Contract. EPA anticipates no travel will be needed.

10. ADDITIONAL REQUIREMENTS:

Office direct costs (ODCs) for copying, postage/courier, supplies, and computer usage are allowed.

Upon issuance of written technical direction, the Contractor shall submit for inspection of all work in progress at any time under this work assignment. The Contractor shall develop and maintain files supporting each task.

The contractor shall contact the WACOR and/or the CL-COR by telephone to discuss any problems that may adversely affect the work on this Work Assignment. Within five (5) calendar days the contractor shall follow the phone call with a brief written explanation of the problem, including any actions already taken, and/or recommended solutions to correct the problem. Written explanation shall be made available to the WACOR and CL-COR.

11. CONTRACTOR IDENTIFICATION

To avoid any perception that contractor personnel are EPA employees, the contractor shall assure that contractor personnel are clearly identified as independent contractors of EPA when attending meetings with outside parties or visiting field sites.

12. CONTROL REQUIREMENTS

1. Performance Requirements and Measurable Standards:

This WA will be evaluated in accordance with the Quality Assurance Surveillance Plan in the contract award document. EPA requires that activities involve the collection, generation, evaluation, analysis or use of environmental data must be supported

by an approved Quality Assurance Project Plan (QAPP) in place prior to the commencement of the work. A QAPP is not required for this work assignment.

2. Enforcement Sensitive Information:

The contractor recognizes that contractor employees in performing tasks specified by this WA may have access to data/information, either provided by the government or first generated during contract performance, of enforcement sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Enforcement sensitive refers to records or information compiled for law enforcement purposes (whether administrative, civil or criminal), the disclosure of which could reasonably be expected to interfere with the enforcement action. It is imperative that all contractor personnel, including but not limited to, subcontractor and consultant personnel assigned to work on this contract and/or WA, or with access to materials developed pursuant to such efforts, understand that this information is confidential and any disclosure or misuse of the information may result in prosecution to the fullest extent of the law. All contractor personnel are expected to exercise due diligence in safeguarding, handling or disposing of any such information.

3. Project Employee Confidentiality Agreement

The contractor agrees that the contractor employee shall not disclose, either in whole or in part, to any entity external to the EPA, the Department of Justice, or the contractor, any information or data (as defined in FAR Section 27.401) provided by the government or first generated by the contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA WACOR. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the contractor must provide immediate advance notification to the EPA so that the EPA can take action to prevent such disclosure. Such agreements shall be effective for the life and for a period of five (5) years after completion of the contract.

4. Conference/Meeting Guidelines and Limitations

The contractor shall immediately alert the EPA WACOR to any anticipated event under the work assignment which may result in incurring an estimated \$20,000 or more cost, funded by EPA, specific to that event, meeting, training, etc. Those costs would include travel of both prime and consultant personnel, planning and facilitation costs, AV and rental of venue costs, etc. The EPA WACOR will then prepare approval internal paperwork for the event and will advise the contractor when appropriate signatures have been obtained. At that point, effort can proceed for the event. If the event is being sponsored by another EPA organization, the organization providing the planning is responsible for the approval.

EPA United States Environmental Protection Agency Washington, DC 20460 Work Assignment						Work Assignment Number 4-70			
						<input type="checkbox"/> Other <input type="checkbox"/> Amendment Number:			
Contract Number EP-C-16-003		Contract Period 07/01/2016 To 06/30/2021 Base Option Period Number 4		Title of Work Assignment/SF Site Name Region 9 NPDES program					
Contractor EASTERN RESEARCH GROUP, INC.				Specify Section and paragraph of Contract SOW See PWS					
Purpose: <input checked="" type="checkbox"/> Work Assignment <input type="checkbox"/> Work Assignment Close-Out <input type="checkbox"/> Work Assignment Amendment <input type="checkbox"/> Incremental Funding <input type="checkbox"/> Work Plan Approval						Period of Performance From 08/14/2020 To 06/30/2021			
Comments:									
<input type="checkbox"/> Superfund Accounting and Appropriations Data <input checked="" type="checkbox"/> Non-Superfund									
SFO <input type="checkbox"/> Note: To report additional accounting and appropriations date use EPA Form 1900-69A. (Max 2)									
Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars) (Cents)	Site/Project (Max 8)	Cost Org/Code
1									
2									
3									
4									
5									
Authorized Work Assignment Ceiling									
Contract Period:		Cost/Fee:		LOE: 0					
07/01/2016 To 06/30/2021									
This Action:				864					
Total:				864					
Work Plan / Cost Estimate Approvals									
Contractor WP Dated:				Cost/Fee		LOE:			
Cumulative Approved:				Cost/Fee		LOE:			
Work Assignment Manager Name Peter Kozelka <div style="display: flex; justify-content: space-between; border-top: 1px solid black; margin-top: 10px;"> (Signature) (Date) </div>						Branch/Mail Code:			
						Phone Number: 415-972-3448			
						FAX Number:			
Project Officer Name Tangela Cooper <div style="display: flex; justify-content: space-between; border-top: 1px solid black; margin-top: 10px;"> (Signature) (Date) </div>						Branch/Mail Code:			
						Phone Number: 202-566-0369			
						FAX Number:			
Other Agency Official Name <div style="display: flex; justify-content: space-between; border-top: 1px solid black; margin-top: 10px;"> (Signature) (Date) </div>						Branch/Mail Code:			
						Phone Number:			
						FAX Number:			
Contracting Official Name Camille W. Davis <div style="display: flex; justify-content: space-between; border-top: 1px solid black; margin-top: 10px;"> (Signature) (Date) </div>						Branch/Mail Code:			
						Phone Number: 513-487-2095			
						FAX Number: 513-487-2115			

PERFORMANCE WORK STATEMENT (PWS)
CONTRACT NO. EP-C-16-003
Work Assignment 4-70
Anticipated Level of Effort (LoE): 864 hours

- I. TITLE: Technical Support for EPA Region 9 National Pollutant Discharge Elimination System (NPDES) program

~~Task A: Develop (2) Biological Evaluations to fulfill Endangered Species Act (ESA) consultations for Municipal Separate Stormwater Sewer Systems (MS4) permits in Guam and Saipan – task was completed in option year 3~~

Task B: Develop and provide MS4 permit assistance to Guam permittee(s) – task was not completed in option year 3 due to COVID-19 travel restrictions, request assistance to carryover to option year 4

~~Task C: Develop and draft permits, identified by Region 9 – task was completed in option year 3~~

Task D. Provide technical evaluations of food processors discharging to wastewater treatment plant permits for Region 9's permit quality review of California of Arizona. – task for California was completed in option year 3, request more work of same approach for option year 4 yet for Arizona

~~Task E. Provide training for stormwater permit writers, both State and Region 9 staff – task was completed in option year 3~~

Task F. Provide training on Whole Effluent Toxicity to Tribal and Region 9 staff – new task in option year 4

Task G. Provide Antidegradation training for permit writers, both State and Region staff – new task in option year 4

Task H. Develop and draft new general permit, identified by Region 9– new task in option year 4

- II. PERIOD OF PERFORMANCE: 07/1/2020 through 06/30/2021

- III. EPA WORK ASSIGNMENT CONTRACTING OFFICER'S REPRESENTATIVE (WACOR):

Peter Kozelka
EPA Region 9
NPDES Permits Office
75 Hawthorne St. Mail Code: WTR 2-3

San Francisco, CA 94105
(415) 972-3448
kozelka.peter@epa.gov

EPA ALTERNATE WORK ASSIGNMENT CONTRACTING OFFICER'S
REPRESENTATIVE (ALTERNATE WACOR):

Pascal Mues
EPA Region 9
75 Hawthorne St. code: WTR 2-3
San Francisco, CA 94105
(415) 972-3768
mues.pascal@epa.gov

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V. PURPOSE AND OBJECTIVE	3
VI. SCOPE OF WORK.....	4
Task B: Develop and provide MS4 permit assistance to Guam permittees....Work was partially completed in Option year 3 due to two reasons: (i) Guam government shutdown for April and May 2020 due to COVID-19; (ii) EPA travel restrictions (starting March 2020 and on-going) due to COVID-19 . Same assistance is requested with carry over funds in Option year 4. Travel to Guam is not required in Option Year 4.	5
Task D. Provide technical evaluations of food processors discharge into wastewater treatment plant permits for Region 9's permit quality review of California . Task for California was completed in option year 3, request more work of same approach yet for wastewater treatment plants in Arizona for option year 4.	5
Task F. Provide training on Whole Effluent Toxicity (WET) to Tribal and Region 9 staff – new task in option year 4	6
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Task H. Develop and draft new general permit, identified by Region 9 – new task option year 4.....	7
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IV. BACKGROUND

The Clean Water Act (CWA) authorized efforts to restore and maintain the Nation's waters, including Section 402 of the Act specifically created the National Pollutant Discharge Elimination System (NPDES) permit program to regulate and reduce the point source pollution. Point sources must obtain a discharge permit from the proper authority, including states, tribes, and territories. EPA Regions are responsible for implementing the NPDES permit program in non-delegated States and for federal and tribal dischargers in authorized States. Region 9 has NPDES responsibilities for the Pacific Island territories, including Guam, Commonwealth of Northern Mariana Islands and American Samoa. Region 9 also issues NPDES permits on tribal lands within Arizona, California, Hawaii and Nevada. Region 9 performs oversight responsibilities for States with delegated NPDES programs, including Arizona, California, Hawaii and Nevada.

Under Clean Water Act ("CWA") section 402(p), 33 U.S.C. § 1342(p), the United States Environmental Protection Agency ("EPA") has established permitting requirements for certain storm water discharges. Stormwater discharges are commonly regulated by permits issued to municipal separate storm sewer systems (MS4s). EPA established such requirements in two phases: Phase I, 55 Fed. Reg. 47990 (Nov. 16, 1990); and Phase II, 64 Fed. Reg. 68,722 (Dec. 8, 1999).

V. PURPOSE AND OBJECTIVE

The contractor shall, in consultation with EPA, provide technical assistance with various tasks requested by EPA Region 9's NPDES program.

Region 9 has recently issued two MS4 permits in Guam – one for the Guam Department of Public Works (DPW) and the other for the Department of the Navy for military facilities on Guam. The permits and fact sheets can be found at: <https://www.epa.gov/npdes-permits/guam-npdes-permits>. Guam DPW has requested technical assistance on permit implementation from Region 9. The contractor shall provide assistance to outline and develop training materials for Guam MS4 permittees on the expectations of permit implementation and recommendations for addressing permit requirements.

Region 9 performs oversight responsibilities for States with delegated NPDES programs, including Arizona. From time to time, Region 9 NPDES staff perform permit quality reviews (PQR) on a sub-set of State issued permits. The contractor shall coordinate with Region 9 to identify and complete reviews of food processors that discharge into wastewater treatment plants in Arizona, using a checklist provided by Region 9.

Region 9 has two tasks associated with our partnership role of the NPDES permit program to support States and Tribes. Contractor shall provide assistance with training for (Region 9) Tribes on Whole Effluent Toxicity testing for NPDES permits. Contractor shall also provide assistance with training for State permit writers on NPDES-related antidegradation policy.

Contractor may utilize existing training materials or may need to develop training materials associated with specific State, Tribe or Region 9 needs.

The contractor shall provide permit writing support. This support shall include preparing draft and final NPDES permit, factsheets and administrative records for one general permit. This may also include permit consultation on selected permit components with Region 9 and State staff. Permit language are designed to meet the needs of Region 9 and ensure compliance with the Clean Water Act, Porter-Cologne Act and other applicable state and federal laws. The major focus of this task will be to prepare draft and final NPDES permit for review and issuance by either Region 9 or State of California.

ASSUMPTIONS AND CONSTRAINTS

For these tasks, the contractor shall possess and exercise a comprehensive understanding of the Clean Water Act, all other relevant federal and (if appropriate) state, tribe or territory water protection laws and a thorough appreciation of EPA's regulatory programs and practices in Clean Water Act – NPDES permitting.

The contractor, in coordinating with WACOR, may directly contact the Services, Territory or Tribal agencies or specific facilities to obtain additional information but shall copy EPA on all information requests and document all requests and responses for EPA. The contractor shall inform the EPA Work Assignment Contracting Officer's Representative (WACOR) of any such information requirements. The contractor shall only follow technical direction received from the WACOR.

The contractor shall demonstrate an understanding of, and follow, all applicable laws, regulations and policies.

The contractor shall ensure compliance with Agency standards.

The work described under this PWS may be extended by additional one-year option periods, provided that: (1) the Government has a need for continued performance, (2) the contractor has achieved acceptable quality levels, and (3) the contractor receives notice of the availability of funding. Note: Exercise of the additional one-year option periods are contingent upon meeting contract level award term requirements. The Government can unilaterally exercise an option if notification to exercise the option is provided to the contractor within 30-60 days prior to the end of the current period performance. If the Government provides notification to exercise the option in less than 30 days prior to the end of the current period of performance, exercise of the option is negotiated bilaterally.

VI. SCOPE OF WORK

This PWS describes services required to support EPA Region 9 to carry out all tasks delineated below within the context of the existing or potential future NPDES permitting requirements of the Clean Water Act.

Task B: Develop and provide MS4 permit assistance to Guam permittees....Work was partially completed in Option year 3 due to two reasons: (i) Guam government shutdown for April and May 2020 due to COVID-19; (ii) EPA travel restrictions (starting March 2020 and on-going) due to COVID-19 . Same assistance is requested with carry over funds in Option year 4. Travel to Guam is not required in Option Year 4.

Guam DPW has requested technical assistance with MS4 permit implementation. The contractor shall provide assistance to outline and train permittees on the expectations of MS4 permit implementation and permit requirements. Here are some possible areas of assistance:

- Provide recommendations on compliance with permit requirements;
- Develop training materials for MS4 permittees;
- Outline low impact development concepts to reduce pollutant loads in stormwater runoff; and improve water quality in receiving waterbodies;
- Identify considerations and recommendations for incentivizing water reuse, including stormwater capture via permit implementation;
- Develop a communication outline/strategy for MS4 permittee(s);
- Provide technical drawings or figures related to stormwater runoff, controls or permit conditions or schedules;
- **Provide training to MS4 permittees presumably virtual presentations;**
- **IF feasible**, assist EPA with site visits to evaluate site specific conditions/control measures to reduce stormwater pollutant loads or consider on-site stormwater capture.

EPA WACOR will issue technical direction to the contractor prior to any work on deliverables within Task B.

Total estimated level of effort for Task B and all sub-tasks therein is approximately **104 hrs.**
Task may be completed without travel to Guam.

Task D. Provide technical evaluations of food processors discharge into wastewater treatment plant permits for Region 9's permit quality review of California. Task for California was completed in option year 3, request more work of same approach yet for wastewater treatment plants in Arizona for option year 4.

From time to time, Region 9 performs permit quality reviews (PQR) on a sub-set of State issued permits. The contractor shall coordinate with Region 9 to identify and complete reviews of a small set of wastewater treatment plants that receive influent from food processor companies. Contractor shall use food processor review checklists supplied by Region 9 for each review. Additionally, the contractor shall write up findings for each review using EPQ Headquarters PQR report format. If appropriate, contractor shall prepare a separate memo to Region 9 regarding any issues encountered during the reviews that require EPA feedback for resolution prior to finalizing all reviews.

EPA WACOR will issue technical direction to the contractor prior to any work on deliverables within Task D.

Total estimated level of effort for Task D and all sub-tasks therein is approximately **108 hrs**. No travel is anticipated for this task.

Task F. Provide training on Whole Effluent Toxicity (WET) to Tribal and Region 9 staff – new task in option year 4

As part of our role with Tribes, Region 9 writes NPDES permits for facilities on tribal lands within Region 9 geographic area. Permit requirements often contain provisions for whole effluent toxicity (WET) testing to be completed as part permittee's obligations. Staff of several Region 9 tribes have requested training on WET procedures, evaluating WET test results and guidance to assist the permitted facilities on tribal lands.

The contractor shall coordinate with Region 9 to develop and complete training for Tribal and Region 9 staff. Contractor may utilize existing training materials or may need to develop training materials associated with WET within Region 9 permits. Region 9 prefers face-to-face training over webinar training although this will be discussed with contractor. If needed, Region 9 will help facilitate logistics for training location and supporting equipment, such as audio visual. Contractor shall provide draft training materials to Region 9 for review and comment prior to delivering the training, once.

EPA WACOR will issue technical direction to the contractor prior to any work on deliverables within Task F.

Total estimated level of effort for Task F and all sub-tasks therein is approximately **135 hrs**. Travel maybe included for one person for one 2-day trip is anticipated for all sub-tasks associated within this task.

Task G. Provide training for antidegradation to permit writers, both State and Region 9 staff - new task in option year 4

EPA's antidegradation policy under CWA Section 303(d)(4) and 40 CFR Section 131.12, and the State of California's antidegradation policy require that existing water uses and the level of water quality necessary to protect the existing uses be maintained.

As part of our partnership role with States, Region 9 provides technical assistance to State managers and staff regarding federal regulations on antidegradation as it pertains to NPDES permits. Certain States have requested training for their permit writers on antidegradation concepts, policy and application within NPDES permits. The contractor shall coordinate with Region 9 to develop appropriate antidegradation training materials and provide antidegradation training for State (likely California) and Region 9 permit writers. Contractor may utilize existing training materials or may need to develop training materials associated with certain antidegradation topics specific to State or Region 9 needs. Region 9 requests that webinar training be used for this training; date to be resolved in discussion with contractor. If needed,

Region 9 will help facilitate logistics for training location and supporting equipment, such as audio-visual (AV). Contractor shall provide draft training materials to Region 9 for review and comment prior to delivering the training, once.

EPA WACOR will issue technical direction to the contractor prior to any work on deliverables within Task G.

Total estimated level of effort for Task G and all sub-tasks therein is approximately **89 hrs**. No travel is anticipated with this task.

Task H. Develop and draft new general permit, identified by Region 9 – new task option year 4

The contractor shall prepare (1) draft and final NPDES documents (Permits with associated Fact Sheets) and their respective administrative records, for new general permit. Contractor shall work with EPA management and staff to develop the scope and application of federal NPDES regulations for general permit applicable to new facilities who discharge stormwater and associated pollutants, presumably within two watersheds in Los Angeles area. EPA anticipates this general permit will be issued by State (California) thus, contractor shall also work with State personnel.

The contractor shall prepare NPDES documents by using either Region 9 or State general permit and factsheet templates. This support will include preparing attachments/forms appropriate for general permit (e.g., notice of intent forms, etc.) permits. Contractor, as needed, shall provide consultation on selected permit components to Region 9 staff. Draft documents will be submitted to the EPA WACOR and Technical Contact, to provide for appropriate EPA and State staff review and comment. Permit language shall meet the needs of Region 9; thereby it will ensure compliance with the Clean Water Act and other applicable federal laws. Additional permit language shall meet the needs of State to ensure compliance with Porter-Cologne Act and other applicable State laws.

EPA WACOR will issue technical direction to the contractor regarding general permit assigned and schedule of deliverables within Task H.

Total estimated level of effort for Task H and all sub-tasks therein is approximately **430 hrs**. No travel is anticipated for all sub-tasks associated within this task.

VII. DELIVERABLES REQUIRED AND SCHEDULE

The contractor shall reflect a thorough understanding of national and State statutes, regulations, court rulings, policy and guidance. Final deliverables shall be consistent with the acceptance criteria described further below and will reflect any comments from EPA. Additionally, all final deliverables shall be of superior editorial quality. The contractor shall provide quality assurance reporting as specifically identified by the EPA Work Assignment Contracting Officer's Representative (WACOR).

Submission Requirements: Draft documents will be submitted through the EPA WACOR and Technical Contact, to provide for appropriate EPA staff review and comment. The contractor shall incorporate comments provided by Region 9 on draft and supporting documents or training materials.

Deliverables shall be sent by e-mail to the WACOR with cc's to the EPA Technical Contact. Documents shall be in either .DOC or .PDF file formats (for text) and shall be accessible, functional and free from computer viruses or other technology problems.

Deliverables and Schedule:

Task B - EPA WACOR will issue technical direction to the contractor prior to any work on deliverables within Task B.

Task D - EPA WACOR will issue technical direction to the contractor prior to any work on deliverables within Task D.

Task F - EPA WACOR will issue technical direction to the contractor prior to any work on deliverables within Task F.

Task G - EPA WACOR will issue technical direction to the contractor prior to any work on deliverables within Task G.

TASK	DELIVERABLE	SCHEDULE
H	Draft permit and factsheet	In accordance with schedule outlined in TD.
H	Final permit, factsheet, incorporating EPA comments; and administrative record supporting permit and factsheet	In accordance with schedule outlined in TD.

The Contractor shall notify the CO and EPA WACOR in writing when 75% of the authorized work assignment LOE/labor hours have been expended.

VIII. CONTRACT SOW REFERENCE

See Contract SOW Page 1-10 of 14

IX. ANTICIPATED TRAVEL REQUIREMENTS

All travel shall be approved in advance by the Contract-Level Contracting Officer's

Representative (CL-COR) and shall be in accordance with the Contract.

X. ADDITIONAL REQUIREMENTS:

Office direct costs (ODCs) for copying, postage/courier, supplies, computer usage, and graphics are allowed. No other ODCs are allowable as a direct charge to this delivery order without the prior written approval of the Contracting Officer.

Upon issuance of written technical direction, the Contractor shall submit for inspection of all work in progress at any time under this work assignment. The Contractor shall develop and maintain files supporting each task.

The contractor shall contact the Contracting Officer (CO) and/or the CL-CCOR by telephone to discuss any problems that may adversely affect the work on this Work Assignment. Within five (5) calendar days the contractor shall follow the phone call with a brief written explanation of the problem, including any actions already taken, and/or recommended solutions to correct the problem. Written explanation shall be made available to the CO and the PO.

CONTRACTOR IDENTIFICATION

To avoid any perception that contractor personnel are EPA employees, the contractor shall assure that contractor personnel are clearly identified as independent contractors of EPA when attending meetings with outside parties or visiting field sites.

CONTROL REQUIREMENTS

1. Quality Assurance Project Plan (QAPP):

Region 9 has not developed a NPDES Quality Assurance Program Plan (QAPrP) that describes the NPDES program's quality system, roles and responsibilities of all participants and the requirements for producing and using data of known quality. The contractor shall have to provide evidence of its own quality assurance system for NPDES permit writing. This may consist of a checklist or other equivalent documentation. Contractor may be required to perform additional quality assurance measures as directed by EPA WACOR.

2A. Organizational Conflict of Interest:

The Contractor shall warrant that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the contractor has disclosed all such relevant information. See contract clause 1552.209-71 Organization of Conflict of Interest.

2B. Notification of Conflicts of Interest Regarding Personnel:

The Contractor shall immediately notify the CL-COR and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding the contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. See Section H.4, contract clause EPAAR 1552.209-73 Notification of Conflict of Interest.

The contractor shall contact the WACOR and/or the Alternate Work Assignment Contracting Officer's Representative (Alternate WACOR) by telephone to discuss any problems that may adversely affect the work described in the PWS. Within five (5) calendar days the contractor shall follow the phone call with a brief written explanation of the problem, including any actions already taken, and/or recommended solutions to correct the problem. Written explanation shall be provided via email to the WACOR with a copy to the Alternate WACOR and Contracting Officer.

3. Enforcement Sensitive Information:

The contractor recognizes that contractor employees in performing tasks specified in the PWS may have access to data/information, either provided by the government or first generated during contract performance, of enforcement sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Enforcement sensitive refers to records or information compiled for law enforcement purposes (whether administrative, civil or criminal), the disclosure of which could reasonably be expected to interfere with the enforcement action. It is imperative that all contractor personnel, including but not limited to, subcontractor and consultant personnel assigned to work on this contract and/or work assignment, or with access to materials developed pursuant to such efforts, understand that this information is confidential and any disclosure or misuse of the information may result in prosecution to the fullest extent of the law. All contractor personnel are expected to exercise due diligence in safeguarding, handling or disposing of any such information.

4. Project Employee Confidentiality Agreement:

The contractor agrees that the contractor employee shall not disclose, either in whole or in part, to any entity external to the EPA, the Department of Justice, or the contractor, any information or data (as defined in FAR Section 27.401) provided by the government or first generated by the contractor under the work described in the PWS, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Work Assignment Contracting Officer's Representative (WACOR). If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the contractor must provide immediate advance notification to the EPA so that the EPA can take action to prevent

such disclosure. Such agreements shall be effective for the life and for a period of five (5) years after completion of all work described in the PWS.

5. Handling of Confidential Business Information (CBI):

Contractor's access to TSCA CBI must comply with the procedures set forth in the TSCA CBI Security Manual. Likewise, access to FIFRA CBI shall follow the security procedures set forth in the FIFRA Information Security Manual.

To the extent that the work described in the PWS requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the contractor shall protect such data from unauthorized use and disclosure.

All files or other information identified as Confidential Business Information (CBI) shall be treated as confidential and kept in a secure area with access limited to only contractor personnel directly involved in the case or special project assignment. The contractor, subcontractor, and consultant personnel are bound by the requirements and sanctions contained in their contracts with the EPA and in EPA's confidentiality regulations found at 40 CFR Part 2, Subpart B. The contractor subcontractors, and consultant must adhere to EPA-approved security plans which describes procedures to protect CBI and are required to sign non-disclosure agreements before gaining access to CBI.

All official data, findings, and results of investigations and studies completed by the contractor shall be available for EPA and DOJ internal use only. The contractor shall not release any part of such data without the written direction of the EPA WACOR.

6. Conferences and Workshops:

The tasks under this work assignment may require the acquisition of "off-site" facilities for conference(s) and meetings as defined in the IPN 12-05. The Contractor shall immediately alert the WACOR to any anticipated event under the work assignment which may result in incurring an estimated \$20,000 or more cost, funded by EPA, specific to that event, meeting, training, etc. Those costs would include travel of both prime and consultant personnel, planning and facilitation costs, AV and rental of venue costs, etc. The WACOR will then prepare approval internal paperwork for the event and will advise the Contractor when appropriate signatures have been obtained. At that point, effort can proceed for the event. If the event is being sponsored by another EPA organization, the organization providing the planning is responsible for the approval.

7. Performance Requirements and Measurable Standards:

This WA will be evaluated in accordance with the Quality Assurance Surveillance Plan in the contract award document.

<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> EPA United States Environmental Protection Agency Washington, DC 20460 Work Assignment </div> <div style="text-align: right;"> Work Assignment Number 4-70 </div> </div>										
<input type="checkbox"/> Other <input checked="" type="checkbox"/> Amendment Number: 000001										
Contract Number EP-C-16-003		Contract Period 07/01/2016 To 06/30/2021 Base Option Period Number 4		Title of Work Assignment/SF Site Name Region 9 NPDES program						
Contractor EASTERN RESEARCH GROUP, INC.			Specify Section and paragraph of Contract SOW See PWS							
Purpose: <input type="checkbox"/> Work Assignment <input type="checkbox"/> Work Assignment Close-Out <input checked="" type="checkbox"/> Work Assignment Amendment <input type="checkbox"/> Incremental Funding <input type="checkbox"/> Work Plan Approval			Period of Performance From 08/14/2020 To 06/30/2021							
Comments: Amendment 1 removes Task F from the previously issued Work Assignment. All other terms and conditions remain unchanged and in full force and effect.										
<input type="checkbox"/> Superfund Accounting and Appropriations Data <input checked="" type="checkbox"/> Non-Superfund										
SFO <input type="checkbox"/> Note: To report additional accounting and appropriations date use EPA Form 1900-69A. (Max 2)										
Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code
1										
2										
3										
4										
5										
Authorized Work Assignment Ceiling										
Contract Period: 07/01/2016 To 06/30/2021		Cost/Fee:				LOE:				
This Action:										
Total:										
Work Plan / Cost Estimate Approvals										
Contractor WP Dated:				Cost/Fee			LOE:			
Cumulative Approved:				Cost/Fee			LOE:			
Work Assignment Manager Name Peter Kozelka _____ (Signature) (Date)							Branch/Mail Code:			
							Phone Number: 415-972-3448			
							FAX Number:			
Project Officer Name Tangela Cooper _____ (Signature) (Date)							Branch/Mail Code:			
							Phone Number: 202-566-0369			
							FAX Number:			
Other Agency Official Name _____ (Signature) (Date)							Branch/Mail Code:			
							Phone Number:			
							FAX Number:			
Contracting Official Name Camille W. Davis _____ (Signature) (Date)							Branch/Mail Code:			
							Phone Number: 513-487-2095			
							FAX Number: 513-487-2115			

PERFORMANCE WORK STATEMENT (PWS)
CONTRACT NO. EP-C-16-003
Work Assignment 4-70
Anticipated Level of Effort (LoE): 864 731 hours
Amendment 001 – Sept. 11, 2020

- I. TITLE: Technical Support for EPA Region 9 National Pollutant Discharge Elimination System (NPDES) program

AMENDMENT 001 – EPA is removing Task F (to provide training on Whole Effluent Toxicity to Tribal and Region 9 staff) from this work assignment. This includes the corresponding LOE. No replacement task is identified nor requested.

(On Sept. 3, 2020, EPA Region 9 WACOR issued stop work order on Task F and indicated this task would removed from this Work Assignment.)

**All other tasks identified in WA 4-70 PWS remain the same:
Task B, D, G and H. The adjusted LOE is 731 hrs in total for these four tasks.**

EPA United States Environmental Protection Agency Washington, DC 20460 Work Assignment						Work Assignment Number 4-75				
						<input type="checkbox"/> Other <input type="checkbox"/> Amendment Number:				
Contract Number EP-C-16-003			Contract Period 07/01/2016 To 06/30/2021 Base Option Period Number 4			Title of Work Assignment/SF Site Name Oregon's NPDES Permit Program				
Contractor EASTERN RESEARCH GROUP, INC.					Specify Section and paragraph of Contract SOW See PWS					
Purpose: <input checked="" type="checkbox"/> Work Assignment <input type="checkbox"/> Work Assignment Close-Out <input type="checkbox"/> Work Assignment Amendment <input type="checkbox"/> Incremental Funding <input type="checkbox"/> Work Plan Approval						Period of Performance From 07/01/2020 To 06/30/2021				
Comments: Work shall not start and cost cannot incur until July 1, 2020. On July 1, 2020, and in accordance with clause B.2 of the contract, immediate start is hereby approved for this work assignment. If the work plan is not approved within 30 calendar days after receipt of the work plan, the contractor shall stop work.										
<input type="checkbox"/> Superfund Accounting and Appropriations Data <input checked="" type="checkbox"/> Non-Superfund										
SFO <input type="checkbox"/> (Max 2) Note: To report additional accounting and appropriations date use EPA Form 1900-69A.										
Line	DCN (Max 6)	Budget/FY (Max 4)	Appropriation Code (Max 6)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code
1										
2										
3										
4										
5										
Authorized Work Assignment Ceiling										
Contract Period:		Cost/Fee:				LOE: 0				
07/01/2016 To 06/30/2021										
This Action:						500				
Total:						500				
Work Plan / Cost Estimate Approvals										
Contractor WP Dated:				Cost/Fee			LOE:			
Cumulative Approved:				Cost/Fee			LOE:			
Work Assignment Manager Name Jamey Stoddard							Branch/Mail Code:			
_____ (Signature) (Date)							Phone Number: 206-553-6110			
							FAX Number:			
Project Officer Name Tangela Cooper							Branch/Mail Code:			
_____ (Signature) (Date)							Phone Number: 202-566-0369			
							FAX Number:			
Other Agency Official Name							Branch/Mail Code:			
_____ (Signature) (Date)							Phone Number:			
							FAX Number:			
Contracting Official Name Camille W. Davis							Branch/Mail Code:			
_____ (Signature) (Date)							Phone Number: 513-487-2095			
							FAX Number: 513-487-2115			

PERFORMANCE WORK STATEMENT
CONTRACT: EP-C-16-003
WORK ASSIGNMENT: 4-75
ESTIMATED LEVEL OF EFFORT: 500 HOURS

1. TITLE: Technical Support for Oregon's NPDES Permit Program

2. WORK ASSIGNMENT CONTRACTING OFFICER'S REPRESENTATIVE (WACOR):

Name: Jamey Stoddard
USEPA Region 10
1200 6th Avenue, Suite 155, M/S: WD 19-C04
Seattle, Washington 98101-3188
206.553.6110

**ALTERNATE WORK ASSIGNMENT CONTRACTING OFFICER'S REPRESENTATIVE
(ALTERNATE WACOR):**

Name: Jayshika Ramrakha
USEPA Region 10
1200 6th Avenue, Suite 155, M/S: WD 19-C04
Seattle, Washington 98101-3188
206.553.1788

3. PERIOD OF PERFORMANCE: Date of issuance through June 30, 2021

4. BACKGROUND

The Clean Water Act (CWA) authorized efforts to restore and maintain the Nation's waters. Section 402 of the CWA created the National Pollutant Discharge Elimination System (NPDES) permit program to regulate the discharge of point source pollution to waters of the United States. Point sources must obtain a discharge permit from the proper NPDES permitting authority, including delegated states, tribes, and territories. EPA Regions are responsible for implementing the NPDES permit program for non-delegated states and for all Federal dischargers and non-delegated tribal dischargers in authorized states.

Under CWA Section 106, EPA provides a water pollution control grant to the State of Oregon to help build and sustain effective water quality programs that ensure the health of its coastal and

inland waters. The Section 106 grant supports a wide variety of water pollution prevention and control programs and activities, including NPDES permits.

Oregon's Department of Environmental Quality (DEQ) is authorized to implement the NPDES program in Oregon. DEQ has requested EPA Region 10 (R10) utilize a portion of Oregon's CWA Section 106 funds to provide associated program support assistance for several NPDES permit writing tasks and eReporting training for industrial stormwater permit registrants. Contractor support to be performed under this Work Assignment (WA) represents part of EPA's technical support to Oregon's NPDES program and will assist in the protection of receiving water quality.

On August 17, 2018, DEQ entered into a Consent Judgement with Northwest Environmental Defense Center, Columbia Riverkeeper, and Oregon Industrial Stormwater Group as an intervener regarding the 1200-Z industrial stormwater general permit renewal. In summary, DEQ committed to:

- By October 31, 2018, DEQ will issue a final revised 1200-Z permit in accordance with ORS 183.484(4) that affirms or modifies the 1200-Z issued on August 1, 2017;
- By October 30, 2020, DEQ will release for public review and comment a revised draft 1200-Z permit and;
- By March 30, 2021, DEQ will issue a final revised 1200-Z permit along with written responses to public comments received on the draft revised 1200-Z permit.

On October 22, 2018, DEQ reissued the 1200-Z incorporating several short-term changes from a Settlement Agreement by the parties signed in August 2018. The remaining terms of Settlement Agreement will be considered as DEQ works on the permit renewal. The Settlement Agreement also defines the scope for the rulemaking advisory committee meetings. In summary, DEQ committed to the following:

- A process for considering proposed numeric technology-based effluent limitations, TBELs, or, alternatively, proposed numeric technology-based benchmarks for the pollutants copper, lead, zinc, and total suspended solids;
- A process to consider one or more proposed site-specific, TMDL-specific, or state-wide numeric water quality-based effluent limitations, WBELs related to impaired waters; and
- Development of appropriate monitoring and reporting requirements to ensure and verify compliance at discharge point(s) identified in each permit registrant's stormwater pollution control plan, with numeric TBELs, WQBELs, or benchmarks included in the permit revision.

The terms of the Settlement Agreement require extensive data analyses and technical work to determine the appropriate discharge requirements in the permit. The data analyses and technical work associated with the permit renewal will be presented to the advisory committee

that is providing input to DEQ as the agency works through the permit renewal process. Since the general permit will be adopted by rule instead of a Department Order, the advisory committee process and permit recommendations will be presented to the Environmental Quality Commission, which is responsible for adopting the final permit.

Like many states Oregon faces numerous challenges implementing the CWA, including addressing a backlog of administratively extended NPDES permits and meeting the federal eReporting requirements and timelines for all NPDES permits. To date, Oregon is successfully meeting the requirements to submit the Discharge Monitoring Reports for all of the individual NPDES permits but not any of the general NPDES permit registrants. Oregon has over 1,000 permit registrants under the industrial stormwater general permits. All permit registrants need assistance and tools to set up profiles in EPA's electronic reporting system to be able to submit the required Discharge Monitoring Reports quarterly.

5. PURPOSE AND OBJECTIVE

The purpose of this WA is to continue to provide technical support and assistance to DEQ's NPDES Permit Program in the development of the industrial stormwater general permits and implementing eReporting/NetDMR requirements. DEQ seeks assistance from contractors with extensive NPDES industrial stormwater expertise to assist with the renewal of the 1200-Z industrial stormwater general permit and assistance with eReporting training and outreach to the 1,000 + industrial stormwater permit registrants across Oregon.

The work performed will use DEQ permit development and communication tools and templates.

The work described is a continuation of work assignment 3-75 under the prior Option Period III. EPA has decided to exercise Option Period IV, DEQ has a continued need for contractor support to finalize the work, and the contractor has achieved acceptable quality levels for products and deliverables.

6. GENERAL WORK ASSIGNMENT REQUIREMENTS

The contractor shall comply with the following requirements in completing the tasks described in this WA.

Deliverable Formatting – Throughout this WA, the contractor shall provide both EPA and DEQ draft deliverables in electronic format (.doc and .pdf) and final deliverables in both electronic (.doc and .pdf) and hard copy formats. All deliverables will be provided to both the WACOR and

alternate WACOR designated in this WA, as well as the designated DEQ contact identified after work initiation.

Confidential Business Information (CBI) – To the extent that the work described in this WA requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the contractor shall protect such data from unauthorized use and disclosure. All files or other information identified as CBI shall be treated as confidential and kept in a secure area with access limited to only contractor personnel directly involved in the case or special project assignment. The contractor, subcontractor, and consultant personnel are bound by the requirements and sanctions contained in their contracts with the EPA and in EPA's confidentiality regulations found at 40 CFR Part 2, Subpart B. The contractor and any subcontractors must adhere to EPA-approved security plans which describes procedures to protect CBI, and are required to sign non-disclosure agreements before gaining access to CBI.

Identification as Contracting Staff – To avoid the perception that contractor personnel are EPA or DEQ employees, contractor personnel shall be clearly identified as independent contractors of EPA when participating in events with outside parties and visiting field sites. When speaking with the public, the contractor should refer all interpretations of policy to the WACOR and DEQ.

Management of the Work Assignment – The contractor shall develop a work plan describing the necessary steps and estimated hours to complete each of the tasks included in this WA. The work plan shall also include a list of the key personnel to participate in the WA. The contractor shall also estimate direct costs such as travel, computer costs, typing, etc. The work plan is due per the contract requirements.

The contractor shall provide electronic copies of a monthly progress reports to DEQ and the WACORs. Each progress report shall describe the work and expenditures for the same time period as the corresponding invoice. The reports shall list by task the amount of work completed and include a table of hours by personnel for each task. The reports also shall identify any problems or difficulties. Finally, the monthly report should include a discussion of quality assurance progress. In addition, the contractor shall provide brief, bi-weekly status updates to DEQ and the WACOR on the status and progress of Task 1.

Assumptions and Constraints – The contractor shall possess and exercise a comprehensive, expert-level understanding of the CWA and all other relevant Federal water quality laws and regulations as well as possess the experience, technical expertise, and resources necessary for NPDES permit renewals. The contractor's work products shall comply with EPA and DEQ standards.

The contractor is authorized to contact DEQ directly to obtain additional information but shall copy the WACORs on all information requests and document all requests and responses. The contractor shall inform the WACORs of any such information requirements. In consultation with DEQ, the contractor shall follow technical direction received from the WACOR and/or alternate WACOR.

Within 10 business days of the WA initiation, DEQ shall provide the contractor with all available documents and information necessary to draft two NPDES permits.

Enforcement Sensitive Information –The contractor recognizes that contractor employees in performing tasks specified in this WA may have access to data/information of enforcement sensitive nature which should not be released to the public without DEQ approval. Enforcement sensitive refers to records or information compiled for law enforcement purposes (whether administrative, civil or criminal), the disclosure of which could reasonably be expected to interfere with the enforcement action. It is imperative that all contractor personnel, including but not limited to, subcontractor and consultant personnel assigned to work on this contract and/or task order, or with access to materials developed pursuant to such efforts, understand that this information is confidential and any disclosure or misuse of the information may result in prosecution to the fullest extent of the law. All contractor personnel are expected to exercise due diligence in safeguarding, handling or disposing of any such information.

Project Employee Confidentiality Agreement – The contractor agrees that the contractor employee will not disclose, either in whole or in part, to any entity external to DEQ, the EPA, the Department of Justice, or the contractor, any information or data (as defined in FAR Section 27.401) provided by the government or first generated by the contractor under the work described in the PWS, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the WACOR. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the contractor must provide immediate advance notification to the EPA so that the EPA can take action to prevent such disclosure. Such agreements shall be effective for the life and for a period of five (5) years after completion of all work described in this WA.

7. TASKS

The tasks in this WA are a continuation of the tasks under the prior work assignment 3-75, and fall under EP-C-16-003 PWS Tasks 3.4 (Technical and Administrative Program Support), 3.5 (NPDES Permits Support), 3.7 (Information Management—Outreach), 3.8 (Technical Writing and Editing), 3.9 (Support for Meetings, Workshops, Conferences, and Webcasts), 4.3 (Quality Assurance Project Plans), 5.0 (Technical Support for Revisions and Administration of NPDES

Permits), 6.0 (Outreach and Stakeholder Engagement Support), 7.0 (Logistical Support), and 8.0 (Data Collection).

Task 1: NPDES Industrial Stormwater General Permit—Technical Analyses [PWS Tasks 3.4, 3.5, 3.8, 4.3, 5.0, 8.0]

Task 1-A: Develop Supplemental Quality Assurance Project Plan (s-QAPP)

[NOTE: THIS TASK WAS COMPLETED UNDER WA 3-75]

A QAPP is required whenever tasks involve the generation, distribution or use of environmental data which will be used, or has the potential to be used, in environmental decision making. Environmental data is information that describes environmental processes, locations or conditions, and health effects or consequences. It can be collected directly from measurements (primary data), produced from models, or compiled from other sources (existing or secondary data). A QAPP is required to describe the contractor's plan for assuring the quality of these data over their life cycle. All data-related activities shall be conducted in accordance with the Office of Water Quality Management Plan (QMP).

A s-QAPP is required for this work assignment as the work involves obtaining and using existing (secondary) water quality data (from benchmarks, Oregon's Integrated Report, etc.) for calculations. The s-QAPP will be based on the contract-level programmatic QAPP developed for EP-C-16-003. The s-QAPP should document the source of the data used to calculate and consider proposed numeric technology-based effluent limitations or, alternatively, proposed numeric technology-based benchmarks for the pollutants copper, lead, zinc, and total suspended solids and consider one or more proposed site-specific, TMDL-specific, or state-wide numeric water quality-based effluent limitations, related to impaired waters as well as any quality requirements for this data (i.e. participation in the Discharge Monitoring Report Quality Assurance (DMR-QA) Study Program).

Task 1-B: Project Management and Administration

The contractor's responsibilities shall include regular coordination with the EPA's WACOR and technical expert(s) and DEQ staff to ensure all work is compliant with state and Federal laws and regulations and on a schedule that meets the needs of Oregon DEQ and the period of performance for this contract. All support must be provided prior to July 1, 2021.

- a. **Kick-off Meeting [NOTE: THIS TASK WAS COMPLETED UNDER WA 3-75]:** An initial kick-off meeting for the contractor to meet with DEQ and the WACOR. The objective of the

kickoff is to provide a review of the scope of permit writing tasks assigned to the contractor and discuss any preliminary issues. This meeting may take place in person or via video- or teleconference. The contractor will prepare the agenda and meeting notes, and the agenda shall identify any information the contractor will need to receive from DEQ to begin work. The contractor will submit the draft agenda to DEQ and the WACORs at least three business days prior to the meeting.

- b. **Coordination and Planning:** The contractor shall be available for routine communication, planning and coordination with DEQ and the WACORs. The contractor shall confirm in writing any significant decisions or agreements made during these interactions. The WACOR will be copied on any communications between the contractor and DEQ. These interactions will take place at least once a month (possibly as part of the Monthly Update Calls, see next), or as needed during normal business hours, via telephone, email, skype, video conferencing or in person.
- c. **Project Schedule [NOTE: THIS TASK WAS COMPLETED UNDER WA 3-75]:** Within 10 business days of the kick off meeting, the contractor shall develop a detailed project schedule for meeting task and WA deadlines for DEQ and WACOR review.
- d. **Bi-Weekly Status Emails:** The contractor shall provide brief, bi-weekly status updates to DEQ and the WACORs via email.
- e. **Monthly Update Calls:** The contractor shall participate in monthly update calls with DEQ and the WACOR(s) to detail progress on each active work project (permit), identify and correct problems, and provide feedback on permitting issues in individual areas. These calls shall be structured as an item-by-item review of the Progress Report.
- f. **Monthly Progress Reports:** The contractor shall prepare and submit a report on permit-writing progress during a given month, by the 10th day of the following month. This Progress Report shall be sent to DEQ and the CORs, and shall take the form of an e-mail or similar communication enabling sharing of digital files. The Report shall contain a separate section on work, and shall discuss in writing any changes in target dates, the grounds for those changes, and major issues encountered, with special emphasis on any issues. Projected dates which have changed since the previous Monthly Progress Report shall be emphasized.
- g. **Submission Requirements:** Monthly Progress Reports, and other significant communications or submissions of deliverables shall be sent by e-mail to DEQ and the WACORs. Documents shall be in both .doc and .pdf file formats (for text) and shall be accessible, functional and free from computer viruses or other technology problems.

Task 1-C: 1200-Z Technical Support—Draft and Final Documents and Administrative Records

The contractor shall continue to provide direct technical support to DEQ for the reissuance of the industrial stormwater general permit 1200-Z. In accordance with technical direction

provided by the WACOR in consultation with DEQ, the contractor may be asked to provide the following services:

- technical services and analyses in support of 1200-Z reissuance including, but not limited to: water quality and TMDL evaluations, permit limit and benchmark analysis and/or development, development and/or analysis of monitoring and reporting requirements;
- develop draft and final technical document in support of 1200-Z reissuance;
- lead technical discussions, provide technical input, and document the proceedings at advisory committee meetings;
- assist DEQ staff develop responses to comments received during public comment period on all technical work completed by the contractor and used to support the draft 1200-Z industrial stormwater general permit;
- assist DEQ in the development of the fiscal impact statement required for 1200-Z reissuance

Preliminary work products shall primarily be in electronic and telephone format. All documents shall be consistent with applicable Federal and State Oregon laws, regulations, and guidance, and conform to Oregon's style and formatting practices as directed in the permit and presentation templates supplied by Oregon DEQ. The contractor's technical support will be in multiple forms including PowerPoint presentations, white papers, data summaries and other formats as needed and outlined in technical directives.

The contractor is expected to participate in the advisory committee meetings via phone and webinar and may be requested to attend one or two meetings in person such as the public hearing associated with the permit renewal and/or a presentation to the Environmental Quality Commission. DEQ will analyze and consider all the input provided throughout the advisory committee process.

The schedule, order, and specific details of Task 1-B, 1-C, and their respective subtasks will be provided in technical direction from the WACOR in consultation with DEQ.

Task 2: Training and Outreach—eReporting for Industrial Stormwater Permit Registrants

The Contractor shall provide training and outreach support to DEQ for implementing the federal eReporting/NetDMR requirements. Services and tasks may include, but are not limited to:

- Develop materials, plan logistics, and deliver five electronic reporting training workshops for permittees in various locations across Oregon, as determined by DEQ.

The trainings will be computer-lab-based and include hands-on assistance. Topics to be covered include how to create a CDX account and access DMRs; enter DMR data; sign, submit, and correct DMRs; and prepare DMR attachments.

- Develop a web-based presentation that DEQ can post to its electronic reporting website for as-needed training on stormwater permit electronic reporting.
- Provide a help desk service to augment DEQ's NetDMR Support Desk that can specifically address the needs of stormwater permit registrants. Support would include answering phone calls and emails to assist registrants with registering for CDX accounts, accessing DMRs in NetDMR, entering and submitting DMR data and attachments, and as-needed troubleshooting.

Correspondence with DEQ and the WACOR shall primarily be in electronic and telephone format. All documents shall be consistent with applicable Federal and State Oregon laws, regulations, and guidance, and conform to Oregon's style and formatting practices as directed in the permit and presentation templates supplied by Oregon DEQ.

The schedule, order, and specific details of Task 2 and its subtasks will be provided in technical direction from the WACOR in consultation with DEQ.

8. QUALITY ASSURANCE

This work assignment will involve the use of environmental data. Task 1-C is continued work from WA 3-75. A project-specific QAAP for WA 3-75 is in place effective September 27, 2019, and will remain in effect for WA 4-75; no updates or revisions are required. The contractor shall continue follow the s-QAPP and contract-level QAPP as well as EPA QAPP guidance R-5 and G-5 for the use of environmental data necessary for permit development and/or revisions or response to comments.

9. REPORTING REQUIREMENTS

The contractor shall inform the WACOR and DEQ of progress as needed, and immediately inform the WACOR and DEQ of any problems that may adversely affect the progress and completion of this WA. The monthly report shall include Quality Assurance progress.

The contractor shall notify WACOR and DEQ immediately when expenditures of 75% of the WA LOE or funding are reached. Monthly expenditures by task will be reported to the WACOR and DEQ in the invoice.

All final publications must be 508 compliant and adhere to EPA's Information Quality Guidelines.